

EXHIBIT A TO SETTLEMENT AGREEMENT

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS**

COSMETIC WARRIORS LIMITED,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO.:
	)	4:18-CV-00524
v.	)	
	)	
ANDY HO and WE INTERNATIONAL, LLC,	)	
D/B/A LUSH & CO. SPA and LUSS & CO. SPA,	)	
	)	
Defendants.	)	
	)	

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**CONSENT JUDGMENT AND PERMANENT INJUNCTION**

THIS MATTER was commenced by the filing of a Complaint for, among other things, trademark infringement, unfair competition, and breach of contract by Plaintiff Cosmetic Warriors Limited (“Plaintiff” or “Cosmetic Warriors”) against Andy Ho, an individual, and his company, WE International, LLC, doing business as LUSH & CO. SPA and LUSS & CO. SPA (collectively “the Defendants”). All parties agreed to settle this matter and to terminate this action by entry of a private Settlement Agreement and by entry of this Consent Judgment and Permanent Injunction. All parties request entry of this Consent Judgment and Permanent Injunction without a hearing or further court proceedings, and agree to be fully bound by its terms.

IT IS ORDERED, ADJUDGED and DECREED, that:

1. This Court has jurisdiction of the subject matter of all counts and claims in this action and over the parties hereto.
2. The parties have agreed to resolve their differences and have entered into a private Settlement Agreement between Cosmetic Warriors and the Defendants. The parties have further agreed to end this lawsuit pursuant to the terms set forth in that Settlement

Agreement, the Defendants consent to entry of this Consent Judgment and Permanent Injunction.

3. Beginning on May 15, 2018, each Defendant and its respective officers, agents, servants, servants, employees, and attorneys, and other persons who are in active concert or participation with them are permanently enjoined from engaging in or undertaking, or directing or acting in concert with any person or entity engaging in or undertaking the following conduct anywhere in the world, provided that they have received actual notice of this Consent Judgment and Permanent Injunction by personal service or otherwise:
  - a. Using or causing to be used, for any commercial or promotional purpose (herein “Commercial Purposes”) as a trademark, trade name, or source indicator for goods or services, the word “LUSH,” or any trademark, trade name, or source indicator similar thereto, derived therefrom or rhyming with, including the word LUSS, alone or in combination with other words or symbols in any way that is likely to cause confusion as to the source of any goods or services, or to cause members of the public to associate any of the Defendants or the Defendants’ goods and services, with Plaintiff, Plaintiff’s trademarks, Plaintiff’s LUSH brand, or Plaintiff’s goods and services relating to Plaintiff’s trademarks and LUSH brand.
  - b. Using the word LUSH or any term similar thereto, derived therefrom or rhyming with, including the word LUSS, alone or in combination with other words or symbols as a trademark, brand name, domain name or company name, or on any signage, packaging, web site, advertisement, slogan, Internet domain name, social media account, promotional material, promotional communication, voice message, answering service, or with any third party telephone directory, trade directory, licensing agency, business tax permitting agency, sales tax agency, financial institution, or credit card processor in connection with any salon, spa, or retail business or any goods or services related thereto, including beverage services.

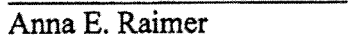
- c. Registering or renewing any registration for any domain name containing the term LUSH or LUSS.
4. Before May 15, 2018, Defendants agree to adopt a new business name and trademark featuring the term EXPERIENCE and without any other words or symbols containing the LUSH mark, the LUSS mark, any similar variant, or a derivative of the same.
5. All parties expressly agree that the entry of the Permanent Injunction provided herein is consistent with the principles of equity, in the public interest, and necessary to prevent further irreparable harm to Plaintiff's business reputation and goodwill under the LUSH brand, as articulated in the Complaint.
6. No Defendant shall aid any person in any way if such Defendant knows or should reasonably know that such aid would violate the terms of this Consent Judgment and Permanent Injunction.
7. Any action to enforce or to modify the Consent Judgment and Permanent Injunction will be subject to the terms of the Settlement Agreement, including the liquidated damages referenced in the Settlement Agreement.
8. This Consent Judgment and Permanent Injunction and the rights and obligations of the parties hereunder, shall inure to the benefit of and bind each party and her, his, or its respective successors, assigns, heirs, and distributes. It shall also bind those other persons bound by Rule 65(d)(2) of the Federal Rules of Civil Procedure.
9. This Court shall retain jurisdiction of this matter to construe, enforce or implement this Consent Judgment and Permanent Injunction and the Settlement Agreement upon the application of any party, as necessary.

**SO ORDERED,**

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
----- NAME -----  
United States District Court Judge


Approved:

  
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Attorneys for Cosmetic Warriors

Dated: April 10, 2018

  
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On behalf of himself and  
WE International, LLC

Dated: MAR 28, 2018

Approved:



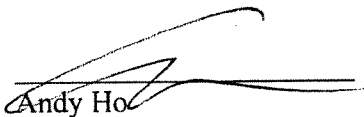
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Dated: \_\_\_\_\_, 2018



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On behalf of himself and  
WE International, LLC

Dated: MAR/28/ 2018